

# Exhibit E

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

RENETTO, LLC,

Plaintiff,

v.

PROFESSIONAL SALES AND  
MARKETING GROUP, INC.,

Defendant.

Case No.: 1:07-cv-00789-GBL-TCB

AFFIDAVIT OF TODD SHRAIBERG

STATE OF ILLINOIS )

) ss.

COUNTY OF COOK )

Todd Shraiberg, being over the age of 18 years and having personal knowledge of the information set forth herein states as follows:

1. I am the President of Professional Sales and Marketing Group, Inc., ("PSM").
2. PSM is an Illinois corporation and it maintains its principal place of business in Northbrook, Cook County, Illinois.
3. PSM conducts no business in Virginia related to the Canopy Chair or any of Renetto's claims or allegations in this cause of action.
4. PSM does not have an office in the State of Virginia.
5. The negotiations regarding the sales agreement signed by PSM and Renetto and the business dealings relating to the parties' joint venture occurred between myself, Howard Shraiberg (C.E.O. of PSM), and Paul Robinette (Officer of Renetto), while we were in Illinois.

6. All of the business that PSM conducted with Renetto occurred either in Illinois, or over the phone with the principals of Renetto, whose home states are Maryland, Ohio, and Arizona, or overseas.

7. Paul Robinette signed the email memorializing the sales agreement in Northbrook, Illinois.

8. On no occasion did any representative of PSM have any dealings with Renetto in Virginia.

9. PSM marketed the Canopy Chair from its offices in Northbrook, Illinois.

10. PSM manufactured the chairs at its production facilities overseas.

11. PSM and Swimways have never transacted any business with each other.

12. No representative of PSM ever traveled to Virginia in connection with its business agreements with Renetto or the Canopy Chairs.

13. PSM does not provide or sell the Canopy Chairs or any Canopy Chair-related products in Virginia.

14. PSM does not advertise or otherwise solicit business for the Canopy Chairs or any Canopy Chair-related products in Virginia.

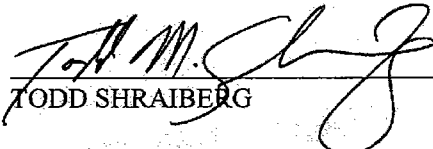
15. PSM have never entered into any contract or agreement with Swimways.

16. PSM does not derive substantial revenue from business operations or services rendered in Virginia.

17. PSM has not contracted with any other person or entity in Virginia regarding the Canopy Chairs or any Canopy Chair-related products.

18. During the term of PSM's written sales agreement with Renetto, PSM has not contracted with any other person or entity in Virginia.

FURTHER AFFIANT SAYETH NOT.

  
TODD SHRAIBERG

On this 11 day of October, 2007, before me personally appeared Todd Shraiberg, to me known to be the person described herein and who executed the foregoing Affidavit and acknowledged that he executed the same as his free act and deed. In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
NOTARY PUBLIC

Printed Name: CELESTINA PERERA

My Commission Expires:

03/28/2011



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